

# MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF LONG BEACH

and

THE LONG BEACH FIREFIGHTERS ASSOCIATION  
LOCAL 372

INTERNATIONAL ASSOCIATION OF FIRE  
FIGHTERS, AFL-CIO

OCTOBER 1, 2002 to JUNE 30, 2004

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## **ARTICLE ONE**

### **MEMORANDUM OF UNDERSTANDING**

#### **Section I - Parties to Memorandum of Understanding**

This Memorandum of Understanding (MOU or Agreement) is made and entered into by and between the City of Long Beach, a Municipal Corporation ("City") and the Long Beach Firefighters Association ("Association") pursuant to Government Code 3500 et. seq.

#### **Section II - Recognition**

The City of Long Beach recognizes the Long Beach Firefighters Association, Local 372 of the International Association of Fire Fighters, as the recognized bargaining agent for employees identified in the classifications referred to in Appendix A of the attachments which are incorporated herein and shall become a part of this memorandum of understanding.

The City of Long Beach shall herein be referred to as the "City" or, alternatively, as "Management", either term to be used as interchangeable to describe the City of Long Beach.

The Long Beach Firefighters Association, Local 372 of the International Association of Fire Fighters, shall hereinafter be referred to as the "Association".

#### **Section III - Purpose**

It is the purpose of this MOU to promote and provide for harmonious relations, cooperation, and understanding between the City and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise under this MOU; and to set forth the understanding of the parties reached as a result of good faith negotiations.

#### **Section IV - Association Rights and Responsibilities**

##### **A. Dues and Benefit Deductions Program**

During the term of this Agreement, upon receipt of an executed voluntary written authorization, the City shall deduct Association dues and benefit program premiums from the pay of employees represented by the Association. The form for this purpose shall be provided by the City and the

amounts to be deducted for union dues shall be certified to the City by the appropriate Association official. For such purposes, the City shall charge the Association seven and one-half cents (\$.075) per deduction per employee per month.

The Association hereby agrees to indemnify and hold harmless the City for any loss or damages, claims or causes of action, arising from the operation of this provision of the Agreement. It is also agreed that neither any employee nor the Association shall have any claim for error against the City for any deductions made or not made, as the case may be.

B. Association Representation Responsibilities

The Association has the duty to fairly represent all members of the bargaining units, accordingly, the Association agrees and shall assume its responsibilities as recognized designated representative to represent all unit employees without discrimination, interference, restraint or coercion.

C. Board Member List

A current list of board members, including names and classifications, shall be submitted to the Director of Human Resources. Any changes on this Board shall be submitted, with the same required information as stated above, to the Director of Human Resources and Affirmative Action as soon as possible.

Section V - City Obligations and Responsibilities

A. City Obligations

The City reserves and retains, solely and exclusively, all rights of management which have not been expressly abridged by a specific provision of the Agreement and all of its common law rights to manage the City, as such rights existed prior to the execution of this or any previous Agreement with the Association. The sole and exclusive rights of the Fire Chief, subject to limitations of the City Charter and Municipal Code, to manage the Fire Department, which are not abridged by this Agreement, shall include the right to direct the working forces; to plan, direct and control all the operations and services of the Fire Department; to determine the methods, means, or organization and number of personnel by which such operations and services are to be conducted; to supervise, hire, promote, transfer, assign and schedule employees; to discipline, suspend, discharge or lay off employees for lack of work or because of budgetary reductions; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities and to take all necessary actions to carry out its purposes and functions in declared emergencies.

The exercise of these rights does not preclude the Association from consulting about the impact of these decisions on wages, hours and other terms and conditions of employment.

B. Definition of City Obligations

The intention of the parties to this Agreement is that the contractual attempt to define City obligations does not and is in no way intended to diminish the rights of the Association and its members under applicable state or federal law.

Section VI - Strikes and Lockouts

For the duration of this Agreement the City agrees not to lock out employees represented by the Association and the Association agrees to adhere to the provisions of California Labor Code Section 1962, which prohibits Firefighters from participating in a strike or to recognize a picket line of a labor organization while in the course of performing their official duties.



## ARTICLE TWO

### SALARIES AND COMPENSATION

#### Section I - Listing of Positions and Rates of Pay

The classifications and rates of pay for positions in this unit for the term of the Agreement (October 1, 2002 through June 30, 2004) are set forth in Appendix A, and appropriate sections of the Salary Resolution.

#### Section II - Paramedic Skill Pay

- A. The skill pay provisions for Paramedics will only be set forth in the Salary Resolution as provided for below:

1. After being licensed through the State of California and accredited by the local emergency services agency and while fully trained and assigned to Paramedic duty:

<u>Hourly</u>	<u>Monthly Equivalent</u>
1.150	200

2. One year after first licensure and while meeting the licensure requirements, and while fully trained and assigned to Paramedic duty:

An hourly rate that when added to the hourly rate for the top step of Firefighter with the hourly rate for top Incentive Pay under Programs I and II with EMT-I/D pay will equal top step Fire Engineer with Incentive Pay.

- B. It is the intent of the parties that the following constitutes our understanding relative to the interpretation of the Paragraph II.A.2. of the above clause:

A Firefighter Paramedic shall receive the same rate of pay as currently provided a Long Beach Fire Engineer with Incentive Pay, if the following conditions are met:

1. Appointed and serves as a Paramedic in the Long Beach Fire Department for a minimum of either one or two years as set forth in II.A.1 or II.A.2. above; and
2. Paid at Step 5 of the current salary range for a Long Beach Firefighter; and

3. Completed the Los Angeles County accreditation exam while appointed and serving as a Paramedic in the Long Beach Fire Department; and
  4. Meets one of the following conditions:
    - a. Eligible for and receiving the top Incentive Pay programs (Article Two, Sections IV.A.1. and IV.A.2.); or
    - b. Has five years or more as an appointed and working Paramedic in the Long Beach Fire Department and ten years of experience as a paid, full-time Firefighter with the Long Beach Fire Department and/or other professional paid Fire Department; or
    - c. Meets the educational eligibility requirements under the Incentive Pay Program (Article Two, Section IV.A.1. or IV.A.2.) and has the required years of service as a paid, full-time Public Safety Officer as defined by PERS with the Long Beach Fire Department and/or other professional paid public safety agency.
- C. In no event will a Firefighter Paramedic receive more pay, including any applicable Incentive Pay and EMT-I/D pay, than a Fire Engineer with Incentive Pay (exclusive of any skill pay a Fire Engineer may be eligible for).

If a Firefighter Paramedic does not meet the above conditions but has been appointed as a Long Beach Paramedic, has served as a working Paramedic for one year in the Long Beach Fire Department as set forth in Section II.A.2. above, and has completed the Los Angeles County accreditation exam as a Paramedic in the Long Beach Fire Department, his/her rate of Paramedic pay shall be determined as follows:

The rate of Paramedic pay shall be determined by subtracting the rate of pay for 5th Step Firefighter, plus top Incentive Pay with EMT-I/D pay from the 5th Step Engineer with Incentive Pay. The following example constitutes the understanding of the parties, using the 1998/99 pay rates:

	<u>Hourly</u>	<u>Monthly Equivalent</u>
5th Step Fire Engineer	29.321	5,100
with Incentive Pay	<u>1.725</u>	<u>300</u>
	31.046	5,400

5th Step Firefighter	24.060	4,185
Top Incentive Pay	1.725	300
EMT-I/D Pay	<u>1.121</u>	<u>195</u>
	26.906	4,680
Fire Engineer	31.046	5,400
Firefighter	<u>-26.906</u>	<u>-4,680</u>
Difference	4.140	720

The hourly rate of 4.14 or \$720 monthly shall be the rate for Firefighters who meet these conditions.

### Section III - Skill Pay

#### A. Fire Prevention, Training and Dispatch Supervision

The following skill pay shall be set forth in the Salary Resolution as provided for below:

<u>Classification</u>	<u>Skill</u>
Firefighter Fire Engineer	When regularly assigned to and performing Fire Prevention inspection duties in the Fire Prevention Office.
Fire Captain	When regularly assigned to and serving as the Training Officer in the Training Division or regularly assigned to Fire Prevention duties;
	When regularly assigned to and serving as the Dispatch Supervisor;
	Personnel in the above positions performing the indicated duties shall receive the following additional compensation for the period of service indicated while regularly assigned to and performing said specialized duties:

On appointment through two years of service in the applicable position:

<u>Hourly</u>	<u>Monthly Equivalent</u>
1.150	200

After two years of service in the applicable position:

<u>Hourly</u>	<u>Monthly Equivalent</u>
2.300	400

B. Paramedic Coordinator

Classification

Skill

Fire Captain

When regularly assigned to and serving as the Paramedic and Emergency Medical Coordinator:

When regularly assigned to and performing the said specialized duties for the period of service indicated:

<u>Hourly</u>	<u>Monthly Equivalent</u>
1.294	225

After two years of service in the applicable position:

<u>Hourly</u>	<u>Monthly Equivalent</u>
2.300	400

C. Arson Investigator

1. Firefighter

When regularly assigned to and performing the full duties of Arson Investigator:

On appointment through two years of service in the applicable position:

<u>Hourly</u>	<u>Monthly Equivalent</u>
1.150	200

After two years of service:

An hourly rate that when added to the hourly rate for the top step of Firefighter with the hourly rate for top Incentive Pay (Article Two - Sections IV.A.1. and IV.A.2) with EMT-1/D pay will equal top step Fire Engineer with Incentive Pay. In no event will the regular salary for an Arson Investigator exceed the regular salary of a Fire Engineer with Incentive Pay.

2. Fire Captain When regularly assigned to and performing the full duties of Arson Investigator:

On appointment through two years of service in the applicable position:

<u>Hourly</u>	<u>Monthly Equivalent</u>
1.150	200

After two years of service in the applicable position:

<u>Hourly</u>	<u>Monthly Equivalent</u>
2.300	400

D. Fire Boat Operations

- Fire Boat Operator When in possession of a valid 100-ton license and regularly assigned to operating an 88-foot fire boat:

<u>Hourly</u>	<u>Monthly Equivalent</u>
1.438	250

- Fire Engineer When regularly assigned to an 88-foot fire boat as an Engineer:

<u>Hourly</u>	<u>Monthly Equivalent</u>
.575	100

E. Emergency Apparatus

Fire Engineer

When regularly assigned to apparatus other than a fire boat and in possession of the required California State Emergency Apparatus Operator's License:

Hourly

Monthly  
Equivalent

.173

30

F. Battalion Chief

Battalion Chief

When serving as the Battalion Chief assigned to the Training Division, Support Services, Fire Prevention or Community Services:

Hourly

Monthly  
Equivalent

1.696

295

G. EMT – 1/D

Effective November 1, 1998, EMT Pay will be provided to all employees in the position of Firefighter who have attained their second EMT-1 certification and EMT-D certification (defibrillator) in accordance with Fire Department criteria:

Hourly

Monthly  
Equivalent

1.121

195

Section IV - Incentive Pay/Education Pay

A. Fire Department Incentive Pay Program

1. The amounts indicated below shall be paid as additional compensation to each Firefighter, Fire Engineer, Fire Boat Operator, Fire Captain, and Battalion Chief who has obtained a degree of Associate of Arts, or 60 or more equivalent semester units in courses in fire science, administration, and similar approved fields, from an accredited institution, and has completed four years service as a Firefighter in the Fire Department; or

<u>Hourly</u>	<u>Monthly Equivalent</u>
.604	105

2. The amounts indicated below shall be paid as additional compensation to each Firefighter, Fire Boat Operator, Fire Engineer, Fire Captain, and Battalion Chief who has obtained the required Associate of Arts Degree described above and has completed five years service as a Firefighter in the Fire Department; or

<u>Hourly</u>	<u>Monthly Equivalent</u>
1.725	300

B. Fire Department Education Pay Program

1. The amounts indicated below shall be paid as additional compensation to each Firefighter, Fire Engineer, Fire Boat Operator, Fire Captain, and Battalion Chief who has obtained a degree of Bachelor of Arts or Bachelor of Science, or Bachelor of Vocational Education, from an accredited college or university in Fire Science, Administration and similar approved fields and has completed four years service in the Long Beach Fire Department.

<u>Hourly</u>	<u>Monthly Equivalent</u>
2.012	350

2. The amounts indicated below will be paid as additional compensation to each Firefighter, Fire Engineer, Fire Boat Operator, Fire Captain, and Battalion Chief who has obtained a Masters Degree from an accredited college or university in Fire Science, Administration and similar approved fields and has completed four years service in the Long Beach Fire Department.

<u>Hourly</u>	<u>Monthly Equivalent</u>
2.30	400

Section V – Bilingual Pay

Firefighters, Fire Engineers and Fire Captains who are certified by the Civil Service Commission as having oral and/or written bilingual skills, and who regularly and frequently use such skills, will receive \$.80/hour.

## **ARTICLE THREE**

### **PAID TIME BENEFITS**

#### **Section I - Death or Illness in the Immediate Family**

Any employee eligible for sick leave benefits as provided in Section 2.01 of Article Two of the Personnel Ordinance, may be allowed to be absent from duty for a period not to exceed three (3) working days and to receive full compensation during such absence upon the necessity for his or her absence being shown to, and with the consent of the employee's department head in the case of death, or of critical illness where death appears imminent, of such employee's father, stepfather, father-in-law, mother, stepmother, mother-in-law, brother, sister, wife, husband, child, step child, grandfather, grandmother, or former legal guardian.

Where such death or critical illness has occurred, the employee shall furnish satisfactory evidence of such death or critical illness to his department head. Such leave of absence shall not be allowed in any case where in the preceding six (6) calendar months, a leave on the grounds of the critical illness of that same relative has been granted.

In addition to the absence permitted above in the case of death or critical illness in the immediate family, such employee may also use two working days of said employee's sick leave credits in connection with said three days leave for death or critical illness in the immediate family.

#### **Section II - Holidays**

New Years Day	January 1
Martin Luther King Day	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving	Fourth Thursday and following Friday in November
Christmas	December 25
Personal Holiday Leave	(4 days)

Every day appointed by the President of the United States or the Governor of the State of California to be a public holiday, or by the City Council of the City of Long Beach to be a City holiday.



Subject to the provisions of the Personnel Ordinance, Firefighters on platoon duty will be on a holiday in-lieu schedule. For covered employees not on a holiday in-lieu schedule, four personal holidays will be credited in the first pay period that begins in January. Employees hired after January 1 will be credited with 1.24 personal holiday hours for each full pay period of paid time. Any unpaid time off will reduce the accrual amount. Thereafter, employees shall receive four personal holidays in the first pay period that begins in January.

Permanent part-time employees shall accrue personal holiday time at the rate of .62 hours for every 80 paid hours.

Employees who leave the City having taken/not taken their personal holiday leave prior to earning it, will have their separation pay debited/credited proportionately.

Employees on an in-lieu schedule will continue to receive 13 holidays per year. In-lieu /personal holiday leave will be requested by employees in the same manner as vacation and/or compensatory time off.

In no instance will employees receive more than 13 holidays per calendar year unless authorized or approved by the President, Governor or City Council, as indicated in paragraph one above. The Union will agree to reduce one holiday if the State or City Council mandates a Cesar Chavez holiday to maintain a total of 13 holidays.

### Section III - Jury Duty

Members of the bargaining unit will be limited to forty (40) hours of paid jury time each calendar year. Upon request, employees will be assigned to a day work schedule while on jury duty.

## **ARTICLE FOUR**

### **HEALTH, DENTAL AND LIFE INSURANCE BENEFITS**

#### **Section I - Health, Dental and Life Insurance**

- A. The City shall contribute by way of obligation for health, dental and life insurance benefits, the maximum amounts indicated below, for employees in permanent full-time positions for the period starting:

Effective December 1, 2002 - \$535 per month

Effective December 1, 2003 - \$600 per month

The benefits for the various plans for the period December 1, 2003 through the term of the agreement and all employee payroll contributions will be as recommended by the Health Insurance Advisory Committee (the Committee) on August 7, 2003, and approved by the City Council on September 2, 2003.

If employees choose a health, dental or life benefit plan combination whose actual monthly cost is less than the maximum monthly amounts indicated above, the City shall account for the difference and hold the excess funds in a special account called the M.O.U. Trust Account. These funds will be held in the M.O.U. Trust Account and shall earn interest at the rate earned for the City's pooled investments.

In the event that the existing plan(s) premium rates increase, the additional funds to offset the higher rates will come from the funds available in the M.O.U. Trust Account. The amount taken from the M.O.U. Trust Account will be based on the recommendations made by the Health Insurance Advisory Committee, which also may include plan changes and payroll deduction changes. This will continue through each benefit year until September 30, 2004, or until such time as the excess funds in the M.O.U. Trust Account are depleted to zero. If at some point in time before November 30, 2004, the M.O.U. Trust Account is depleted to zero because of premium rate increases and the City's monthly contributions are insufficient to fully fund the plans at current benefit levels, the City will be the responsible party to fund the difference in order to maintain benefit levels for the various plans and all current payroll deductions as recommended by the Health Insurance Advisory Committee.

- B. The Association shall maintain one representative on the City's Health Insurance Advisory Committee (HIAC).

Each year the Health Insurance Advisory Committee meets to review the status and solvency of the health, dental and life insurance plans. They review plan costs and make recommendations on plan changes, benefit levels, payroll

deductions, and deletion or addition of plans.

Example:

If one of the City's plans exhibits high utilization and has fewer members, it may experience rate increases that are much higher than the other plans. The Committee may evaluate several options including deletion of the plan, applying funds from the MOU Trust Account, increasing payroll deductions for those plan members, and/or making plan changes to decrease the premium costs.

Any benefit increases recommended by the Health Insurance Advisory Committee must be offset by other benefit changes and cannot increase the overall cost to the City beyond what is available in the MOU Trust Account or the City's contribution set forth in Section I A. above.

The Health Insurance Advisory Committee will recommend to the City Manager the benefits for the various plans and all employee payroll deductions for the period December 1, 2003 through November 30, 2004. The City Manager will forward these recommendations along with his recommendations to the City Council for approval.

Section II - Continuation of Health Insurance for Surviving Spouse and/or Eligible Dependents of a Retired Employee

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The accumulated unused sick leave that has been designated for continuance of health insurance coverage by an employee who has retired shall, upon the death of the retired employee, be utilized for the purpose of continual payment by the City of the basic health insurance plan premium for the spouse and/or eligible dependents providing:

- A. The retired employee has an effective retirement date of July 1, 1983 or later; or
- B. The retired employee did not predecease the surviving eligible dependent prior to July 1, 1983.

Said premium payment shall continue until:

- A. The spouse remarries.
- B. A dependent child becomes 19 or is no longer a full time student in an accredited educational institution as recognized by the City's indemnity health insurance carrier.

- C. The spouse becomes eligible for Medicare at which time and in the same manner as those retirees and dependents subject to Section 2.11 of the Personnel Ordinance, the premium payment will be adjusted to pay for the Medicare supplement plan underwritten by the City's indemnity insurance carrier.
- D. There is insufficient accumulated unused sick leave to pay the required monthly premium.

### Section III – Integral Part Trust (Post Employment Medical Benefits)

The City of Long Beach ("City") and the Long Beach Firefighters Association ("LBFFA") agree, in accordance with the Internal Revenue Service Private Letter Ruling (PLR-116685-99), to the establishment of a Post Employment Medical Benefits Program for each represented member, through the establishment of an Integral Part Trust. The purpose of the trust is to provide for reimbursement of medical expenses incurred upon retirement. Deposits into the account and subsequent withdrawals for medical expenses are governed by the Internal Revenue Code and IRS regulations.

Said Trust will be funded from the following sources:

- A. The City and the LBFFA agree to the establishment of an Integral Part Trust plan account for each represented employee through the ICMA – Retirement Corporation. Said trust will be funded from the following sources:
  - 1. Unused and accumulated carryover vacation and/or personal holiday that would be lost on December 31, 2003 will be deposited into the employee's plan account. This time will be paid at the employee's current hourly rate and this will be done on a pre-tax basis. Effective January 1, 2004, unused and accumulated carryover vacation and/or personal holiday must be used by the end of each calendar year and will no longer be deposited into the employee's plan account.
- B. Upon retirement, portions of the employee's accumulated sick leave, which have been exclusively designated for payment of health and/or dental insurance premiums in accordance with Personnel Ordinance Section 2.10, may be deposited in the employee's plan account in accordance with the following:
  - 1. If an employee chooses to remain in the City's health insurance program, the following payments will be made within the first month after the employee's retirement, from the employee's unused sick leave account, until the funds in the account are exhausted:
    - a) The total amount of health and/or dental insurance premiums

based on the employee's choice of City-provided plans will be paid from the employee's unused sick leave account.

- b) In addition to subsection A (1)(a) above, the City will deposit the following amounts, on a pre-tax basis, into the employee's plan account within the first month after the employee's retirement. The amounts will come from the employee's unused sick leave account.

January 1, 2004 and thereafter     \$1,200 per year

An employee who retires in any month other than December will receive a prorated amount based on the number of full months remaining in the calendar year after their retirement date. For example, if an employee retires June 30, \$600 will be deposited in the employee's plan account during the month of July ( $\$1,200/12 \text{ months} = \$100 \times 6 \text{ months} = \$600$ ).

- 2. If an employee chooses to withdraw from the City's health and dental insurance programs, the City will make the following payments into the employee's plan account. These payments will come from the employee's unused sick leave account. The payments will be made within the first month after the employee's retirement and will be made on a pretax basis.

January 1, 2002 and thereafter	a minimum of \$6,840 per year, or \$100 per month plus an amount equal to the City's current employee contribution for health, dental, and life insurance, whichever is greater.
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An employee who retires in any month other than December will receive a prorated amount based on the number of full months remaining in the calendar year after their retirement date.

In no event will the City pay any amount which exceeds the cash equivalent value of the employee's unused sick leave hours at the employee's effective retirement date.

- C. In accordance with current City policy, when a retiree withdraws from the City's health insurance program and is no longer participating as an employee or dependent, he/she will not be permitted to re-enroll at a later date.

- D. Nothing will preclude the City and the Association from negotiating a pre-tax contribution on the part of the City into the employee's plan account in future years.
- E. Any represented employee who retires on or after December 1, 2001, will be eligible for the Integral Part Trust.
- F. It is the intent of both parties that the Integral Part Trust will be established through the ICMA Retirement Corporation, subject to the City Attorney's review and approval.
- G. The following will be appointed as trustees: Director of Human Resources, City Treasurer and one representative from the Long Beach Police Officers Association, one representative from the Long Beach Lifeguard Association, and one representative from the Long Beach Firefighters Association.

The parties agree and understand that the parameters of the program must be approved by the IRS and shall be subject to their rules and regulations.

## **ARTICLE FIVE**

### **RETIREMENT**

#### **Section I - Maintenance of Existing Retirement Provisions**

For members of the bargaining unit employed in those classifications set forth in Appendix A on the effective date of this Agreement, the City will continue to provide pension benefits to said employees in accordance with the Public Employees' Retirement System contract in effect on the effective date of this Agreement. For the term of this Agreement, the City shall continue to pay to PERS on behalf of each employee covered by this Agreement, an amount equal to nine-ninths (9/9) of his or her nine percent (9%) individual employee contribution.

#### **Section II – Report the Value of Employer-Paid Member Contribution (EPMC) – Special Compensation**

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In accordance with Government Code Section 20636 (c), (4), pursuant to Section 20691, the City has enacted a Resolution that designates EPMC as compensation earnable and report it as such to PERS.

#### **Section III – Re-Opener – DROP**

In the event the Governor of the State of California signs legislation providing for a DROP program, the City of Long Beach will agree to open negotiations on this matter.

## **ARTICLE SIX**

### **OTHER BENEFITS AND CONDITIONS**

#### **Section I - Uniform Replacement**

All uniform items required to be worn in accordance with the Policies and Procedures of the Long Beach Fire Department shall be issued or replaced at the discretion of the Fire Chief or his designee on a fair wear and tear basis.

#### **Section II - Stand-by Pay**

- A. Employees who are released from active duty but who are required by the Fire Chief to leave notice where they can be reached and be available to return to active duty when required by the Department, shall be said to be on standby duty.
- B. Standby duty requires that employees so assigned shall be ready to respond within 30 minutes, be reached by telephone or other communicating devices, and refrain from activities which might impair their ability to perform assigned duties.
- C. Standby duty shall receive one hour of straight-time pay for each day so assigned.

#### **Section III – Certification**

In accordance with the approved Table of Organization (TO) (organizational structure) in the Long Beach Fire Department, the City agrees that a vacancy in a rated position shall be deemed to exist upon the last physical on duty day of the terminating employee. If a vacancy exists in the approved Fire Department TO, a requisition shall be submitted to the Civil Service Commission. Appointment from the list of names provided by the Civil Service Commission will be in accordance with Civil Service Rules. When the number of vacant positions listed on the requisition are filled, the requisition shall be returned to the appropriate department for filing.

#### **Section IV - Union Time Off**

During the term of this Agreement, the union is permitted to use an aggregate of 1000 hours per year for the purpose of conducting business which is strictly associated and connected with the local Firefighter Association.



All authorizations are to be made in advance in writing to the Fire Chief, stating the purpose of the release and the time needed. Strict departmental records will be maintained on the utilization of all such hours.

In addition to the 1,000 hours of release time allotted to the Association, bargaining unit members may volunteer hours from their individual accumulated unpaid holiday or banked overtime to be used by the Association for the purpose of conducting business associated with and connected with the Firefighter Association. Donated hours will be carried over continuously and shall be subject to the same authorization and controls set forth in paragraph two above.

#### Section V – Court Appearances (Subpoenas)

A. **ALL** court subpoenas shall be directed to Headquarters. Members shall comply with all subpoenas. Any member receiving a subpoena, other than through Headquarters, shall immediately notify Headquarters and have the subpoena duplicated and logged. Failure to do this will result in the member answering the subpoena **ON HIS/HER OWN TIME, WITHOUT PAY**.

B. When a subpoena is delivered to an individual at a station or Bureau, Headquarters must be notified at once, and a copy forwarded.

C. Payroll requires a white overtime card be submitted whenever an employee answers an “On Call” or “Court Appearance” subpoena off duty. Employees shall mark the appropriate box, CT On Call or CT Appearance, on the overtime card and write the case number and case name in the comment section.

D. Court time is paid as follows:

Court on Call:                      1 hour in the morning                      1 hour in the afternoon

Court Appearance:

Employees appearing in court in the AM or PM will be paid three (3) hours of overtime. However, employees appearing in the AM and held over to the PM will be paid three (3) hours for the AM plus ½ hour or hours actually worked, whichever is greater for the PM appearance.

Time will be paid at time and one-half, however, **show only the actual time on your time card** (Payroll will compound hours when card is processed).

E. For Orange and Los Angeles Counties, employees will also be credited with driving time from the Fire Department Headquarters to the court of appearances out of the Los Angeles or Orange Counties, the Manager, Administration will review travel arrangements and approve compensation for travel and court time in advance.

“On Call” hours shall be 0930 to 1230 for AM and 1330 to 1630 for PM.

- F. Court time is a reimbursable cost from the State, so accurate time records are essential.

#### Section VI – Post Accident Drug and Alcohol Testing Program

The City and the Long Beach Fire Fighters Association (LBFFA) agree to implement a post accident drug and alcohol-testing program for all members of the association. The following substances shall be included in the drug and alcohol screen:

- Alcohol
- Amphetamines
- Barbiturates
- Benzodiazepines
- Cocaine
- Marijuana
- Methadone
- Methaqualone
- Opiates
- PCP

Employees shall be required to submit to drug and alcohol testing within two hours after they have been involved in a vehicular accident of any kind, requiring the completion of a Fire Department Vehicle Accident Report (FR-304) and/or a City of Long Beach Employee Vehicle accident Report (SF-309).

Tests shall be conducted at collection sites approved by the City’s Medical Review Officer (MRO) and shall be conducted in accordance with DOT approved standards. Drug tests shall be conducted at NIDA approved laboratories.

Employees who test positive for any drug shall have the right, within 72 hours, to request a retest of the sample. Such a retest shall be at the employee’s own expense. If the retest of the split sample produces a negative result, the entire test shall be considered negative and the employee will be reimbursed for the cost of the retest.

Employees who test positive for drugs, and/or whose breath alcohol concentration is .04 or greater shall be immediately removed from the workplace, shall be mandatorily referred to EAP, and shall be subject to disciplinary action. An employee who has a breath alcohol concentration of .039 or less shall be immediately removed from the workplace, on his/her own time, and mandatorily referred to EAP. The Fire Chief shall initiate an investigation into the circumstances surrounding the accident, and based on the findings of the investigation, shall retain the discretion to impose disciplinary action.

An employee's refusal to submit to a drug or alcohol test shall be construed as a positive test.

Participants in this program shall continue to be subject to all other citywide or departmental drug and alcohol programs in place. Nothing in this program is intended to restrict the discretion of the Fire Chief from taking actions appropriate for violations of other policies or practices currently in place.

## **ARTICLE SEVEN**

### **GRIEVANCE PROCEDURE**

#### **Section I – Definition**

- A. A grievance is a complaint by the Association or one or more employees concerning the application or interpretation of the specific provisions of this MOU, the Personnel Ordinance, Salary Resolution, written departmental rules and regulations, and policies and procedures manual(s) governing personnel practices or working conditions between the City and the Association.
- B. Matters excluded from consideration under the grievance procedure include the following:
  - 1. Position classification and grade designations;
  - 2. Items otherwise expressly excluded under this MOU;
  - 3. Nothing in this procedure shall be deemed to supersede the authority of the Civil Service Commission.
- C. If an employee alleges that his/her rights protected by Title VII of the Civil Rights Act are being violated, the resolution of such complaint may only be pursued through the Equal Employment Opportunity Office, the Civil Service Commission, or appropriate quasi-judicial agency.

#### **Section II – Grievance Presentation**

Employees shall have the right to present their own grievance or do so through their Association representative(s). Grievances may also be presented by a group of employees or by the Association.

#### **Section III – Informal Procedure**

A complaint shall be presented by the employee to the immediate supervisor within ten (10) working days or eight (8) shifts for employees on platoon schedules after the employee becomes aware or reasonably should have become aware of the subject matter of the grievance.

Within ten (10) working days of the discussion with the employee, the supervisor shall schedule a meeting and/or respond verbally or in writing to the employee's complaint.

#### Section IV – Formal Grievance Form

All formal grievances shall be processed on standard forms provided by the Department of Human Resources. The following information shall be provided on every formal grievance form submitted by an employee and/or Association Representative:

- A. Name(s) of grievant(s);
- B. Brief explanation of the specific nature of the grievance;
- C. Time and place of its occurrence, if known;
- D. State of the Article(s) of the MOU, including Personnel Ordinance and Salary Resolution, written departmental rules and regulations, and policies and procedures manuals, if applicable, which have been violated, misinterpreted or misapplied;
- E. Person(s) contacted at the informal stage;
- F. Statement of the corrective action desired.

#### Section V – Formal Procedure

A. Step One – Battalion Chief

Within ten (10) working days of the supervisor's response or lack of response at the informal step, the employee, if dissatisfied, may submit a formal written grievance to the Battalion Chief.

Within ten (10) working days, the Battalion Chief shall schedule a meeting and/or provide a written response to the employee.

B. Step Two – Assistant Chief/Deputy Chief

Within ten (10) working days of the response from step one, the employee, if dissatisfied, may submit to the Assistant Chief/Deputy Chief a copy of the formal written grievance, including the step one response.

Within ten (10) working days, the Assistant Chief/Deputy Chief shall schedule a meeting and/or provide a written response to the employee.

C. Step Three – Fire Chief or Designee

Within ten (10) working days of the response from step two, the employee, if dissatisfied, may submit to the Fire Chief or designee a copy of the formal written grievance including the step two response.

Within ten (10) working days, the Fire Chief or designee shall schedule a meeting and/or provide a written response to the employee.

D. Step Four – Human Resources or Designee

Within ten (10) working days of the response from step three the employee, if dissatisfied, may submit to the Director of Human Resources or designee a copy of the formal written grievance including the step three response.

Within ten (10) working days, the Director of Human Resources or designee shall schedule a meeting and/or provide a written response to the employee.

E. Step Five – City Manager or Designee

Within ten (10) working days of the response from step four the employee, if dissatisfied, may submit to the City Manager or designee a copy of the formal written grievance including the step four response.

Within fifteen (15) working days, the City Manager or designee shall schedule a meeting and/or provide a written response to the employee.

F. Step Six – Arbitration

If the City Manager does not satisfactorily dispose of the complaint, the Association or employee may, within ten (10) working days, request that the matter be submitted to arbitration. The person designated by the Department of Human Resources shall meet with the Association representative or employee to determine what issue(s) the Association or employee desires to submit to arbitration. If agreement is reached, such agreement shall be reduced to writing and submitted to the arbitrator. If parties cannot agree on the specific issue(s), then each may submit its own statement, and the Arbitrator shall consider and decide only the specific issue(s) submitted to him/her in writing by the City and the Association or employee(s), and shall have no authority to make a decision on any other issue(s) not so submitted.

If the matter is submitted to arbitration, the Arbitrator shall hold the hearing as soon as practicable, and the following shall apply:

1. The parties shall meet and attempt to jointly select an Arbitrator. If they are unable to make a joint selection in a period of time not to exceed ten

(10) working days, either party may request a panel of five (5) arbitrators from the American Arbitration Association;

2. Upon receipt of a panel from the American Arbitration Association, the parties shall meet within ten (10) working days, at which time the parties shall determine the Arbitrator by the alternate strike method. A coin flip will determine the party to strike first;
3. Employees called as witnesses shall be released from duty as needed;
4. The rules of conduct of proceedings shall be according to those procedures utilized by the American Arbitration Association;
5. The findings of the Arbitrator shall be transmitted only to the parties to the dispute or their representatives;
6. Each party shall bear the expenses of presenting its own case;
7. Costs of making stenographic record shall be born equally. The arbitrator's fee shall be defrayed wholly by the party whose position was not supported by the arbitrator's findings, except in the case of compromise decisions, the arbitrator shall be empowered to allocate the fee;
8. The Arbitrator shall have not have the authority to amend, modify, or add to the provisions of the Agreement.
9. The Arbitrator shall be without power to make decisions contrary to or inconsistent with Federal or State law, the City Charter, City Ordinances and Resolutions. The City shall take no action to resolve the dispute in its favor by amending its Ordinances or Resolutions related to the issue(s) in dispute during the duration of this Agreement.
10. Any issue of arbitrability must first be decided by the Arbitrator before proceeding to a hearing on the grievance;
11. The decision of the Arbitrator shall be final and binding.

#### Section VI-General Provisions

- A. All time periods specified in this section may be extended by mutual consent of the aggrieved employee(s) or his/her representative(s) and management representative involved.
- B. Failure of the Employer, the Association or the grievant(s) to comply with the time limits of the steps of the grievance procedure will serve to declare the grievance

as settled in favor of the other party and no further action may be taken under this Agreement.

- C. The processing of a grievance shall be considered as City business. The aggrieved employee(s) and Association representative(s) shall be allowed reasonable time to participate in the grievance hearings without loss of pay for the time so spent. The cost of witnesses called by either party shall be borne by the party if required to testify when not otherwise required to be on duty.
- D. Employees who so desire shall have the right to an Association representative at all stages of this Grievance Procedure.
- E. No punitive action will be assessed against an employee for utilizing the grievance procedure.



## **ARTICLE EIGHT**

### **HOURS OF WORK**

#### **Section I - Call Backs**

For the purpose of maintaining a minimum staffing program, paid call backs shall be utilized to maintain a minimum on-duty manpower status of 134 POST positions assigned to the Fire Suppression Division for the term of this Agreement. Adequate funds will be provided in the Fire Department budget for such a constant staffing program, subject to annual budget approval by the City Council; up to and including the rank of Battalion Chief on a rank for rank basis.

In the event of station and/or equipment additions or reductions, the POST position allocation of 134 positions will be increased or decreased accordingly. However, the Fire Chief shall determine how to maintain 134 on-duty Firefighters in the Fire Suppression Division. He shall fill any vacant positions by using available volunteer call-back personnel, hiring additional employees, ordering employees to work extra shifts or staffing below the 134 level.

As set forth in Section 4.11 of the Personnel Ordinance, employees (Firefighters) shall be called back to work over their assigned platoon schedule as a result of volunteering to work extra time due to the absence of an employee from regularly scheduled platoon duty or to volunteer for special training programs. It shall be the responsibility of the Firefighters Association and the Fire Chief to make every attempt to ensure there are sufficient volunteers to cover all shifts so that 134 POST positions can be staffed.

During the term of this Agreement, employees on platoon duty shall continue to work a twenty-four (24) hour work shift that averages a fifty-six (56) hour work week.

#### **Section II - Overtime**

##### **Overtime for Firefighters on Platoon Duty**

For members of the Fire Department assigned to platoon duty, the method of determining additional compensation for overtime shall be set forth in the Salary Resolution. For purposes of this section, platoon duty is defined as being that work schedule which requires an employee to work alternating shifts, each shift to consist of twenty-four (24) consecutive hours as follows:

##### **Overtime Defined**

Hours worked over the assigned platoon schedule as a result of being held over schedule or being called back to duty from off-duty status, to combat fire, disaster or other emergency, working extra time due to the absence of an employee from

regularly scheduled platoon duty, or for special events where the services of Firefighters are deemed critical by the head of the department. Compensation for overtime, as defined above, will be paid at the time and one-half rate.

### Section III – Payment for Overtime

An employee who is eligible under the Personnel Ordinance for overtime benefits, and who is required to and shall work overtime, shall be allowed time off, subject to the following terms which are not intended to supersede existing conditions, restrictions and limitations, but rather to expand and/or modify those provisions currently provided for in the Personnel Ordinance.

#### A. Banked Overtime

1. Banked time off hours shall be taken by any employee only at such time as the department head, at his discretion, shall designate or approve; provided, however, that time off hours must be taken within the fiscal year in which the overtime was worked.
2. Overtime earned and banked in one pay period may not be used until the following pay period. When employees receive time and one-half for overtime, they shall not be permitted to bank the premium time, because the banking of premium time will cause overtime pyramiding, which will increase the Fire Department's overtime liability. Only straight time may be banked. All premium time shall be paid.
3. Banked overtime credits shall not exceed six (6) days for an employee who works a forty-hour (40) week or six (6) shifts, 144 hours for employees on platoon schedule.
4. All banked overtime hours not taken off in accordance with Section III, A. 1. above shall be automatically paid off in the following pay period or prior to a general salary increase.
5. No overtime hours shall be accumulated in excess of the maximum set forth above, or be carried over into the following fiscal year.
6. All banked time off hours not taken off prior to the pay period in which a salary increase is effective (except for automatic step increases and that permitted to be carried over) shall be automatically paid at the lower pay rate.
7. Effective June 30, 2004, the provisions of this section (Section III A. 1-6.) will be rescinded and superceded by the conditions in Section III, paragraph B. below.

## B. Payoff of Overtime

An employee who is eligible under the Personnel Ordinance for overtime, and who is required to and does work overtime shall be compensated subject to the following terms.

1. Commencing June 30, 2004, overtime shall be paid in the pay period following the one in which the overtime was worked, or as soon as practicable thereafter.
2. At the specific request of the employee to the Fire Chief or his designee, the City will credit earned overtime to an account in the employee's name in an amount not to exceed six (6) days for an employee who works a 40 hour per week schedule or six (6) shifts, 144 hours for those in a platoon schedule. Employees shall not be permitted to add premium to this account. Only straight time may be included in this account. All premium time shall be paid.
3. The credited earned overtime will be represented in hours on the employee's paystub (These hours are equivalent to a specific cash value, namely the number of hours credited to the employee's account multiplied by the employee's straight hourly rate of pay). At the employee's request to the Fire Chief or his designee, the City will pay to the employee any or all portions of the value of the account, minus standard withholdings. Payments will be made in the pay period following the period in which the request is received.
4. The credited earned overtime reflected on an employee's paycheck does not constitute a compensatory time bank. Employees will not be permitted to take time off in lieu of payment for earned overtime.
5. All cash value banks will be paid off in full prior to: 1) the last full pay period in a fiscal year, 2) the pay period in which a general salary increase is effective, or 3) a pay period in which the employee receives a promotion to a higher rate of pay.
6. Cash value banks may be paid off, at the employee's request, prior to the pay period in which a salary range decrease is effective.
7. The City retains the right to pay off the cash value of the employees accrued overtime at any time.
8. If the provisions of this Section III. B. are found to be in conflict with State or Federal law, overtime shall be paid off in full in the pay period following the pay period in which it was earned.

#### Section IV - Fair Labor Standards Act

##### A. Hours of Work - Work Cycle

All Firefighters through the rank of Battalion Chief on platoon duty will work a 24-day work cycle for the term of this Agreement.

##### B. Work Shift

All Firefighters through Battalion Chief on platoon duty shall work a 24-hour shift.

##### C. FLSA Non-work Time

Examples of non-work time pursuant to the FLSA (paid leaves of absence, vacation, sick leave, holiday leave, other paid or unpaid absences).

##### D. Shift Trades

The trading of work time between unit employees shall be in accordance with the provisions of the FLSA.

##### E. Early Relief

It is recognized practice for some unit employees to voluntarily relieve other unit employees working on the previous shift prior to the scheduled starting time.

This practice shall not change the actual amount of hours worked nor afford additional benefits to an employee.

#### Section V - Exemptions from the Provisions of the FLSA

During the term of this Agreement, employees in the positions of Battalion Chief and Fire Captain will be accorded the same benefits for overtime purposes as employees in non-exempt positions, as set forth in the Fair Labor Standards Act.

## **ARTICLE NINE**

### **GENERAL PROVISIONS**

#### **Section I - Intent of the Parties**

It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior written agreements. It is understood by and between the parties that the intent as set forth herein shall be to cover the wages, hours and working conditions of the employees represented by the Association.

It is agreed that there exists within the Fire Department, personnel policies and procedures, general orders, departmental policies and rules and regulations. Except as specifically modified by this MOU, these rules and regulations, and policies and any subsequent amendments thereto shall be in full force and effect during the term of this MOU. Before any new or subsequent amendments to these policies or departmental rules and regulations directly affecting wages, hours and terms and conditions of employment are implemented, the City through the Fire Chief, shall meet in accordance with Government Code Section 3500 et seq., with the Association regarding such changes.

However, the existing provisions of the Salary Resolution and Personnel Ordinance that apply to employees represented by the Association shall remain in full force and effect during the term of this Agreement unless otherwise modified by this MOU.

#### **Section II - Support of Agreement**

By entering into this Agreement, the City and the Association have arrived at a final understanding through the meet and confer process resolving any differences which may have arisen during that process. Accordingly, it is agreed that the Association and the City will support this Agreement for its term.

#### **Section III - Separability**

Should any provision of this Memorandum of Understanding be found to be inoperative, void or invalid by a court of competent jurisdiction, inclusive of appeals, if any, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

#### **Section IV - Ratification and Implementation**

Nothing contained in the Memorandum of Understanding shall become binding upon the parties until such time as the City Council, by legislative enactment and allocation of

funds, agrees and adopts its terms and conditions. This mutual recommendation is to be jointly submitted to the City Council for consideration and adoption of the necessary legislative enactments to implement the provisions of this MOU.


#### Section V - Term and Renegotiation


All terms and Conditions of the existing Memorandum of Understanding unless and except as amended by mutual agreement, will remain in full force and effect through and including June 30, 2004. All rights, obligations, terms, and provisions of this contract shall expire on the termination date. The provisions of this Agreement may be extended by mutual agreement in writing. However, the parties agree that the provisions of the Personnel Ordinance and Salary Resolution that apply to employees represented by the Association shall continue while good faith negotiations to secure a new agreement are proceeding.

Any party wishing to negotiate a successor to this Agreement shall send written notice to the other party of its intentions to do so no sooner than January 1, 2004 and no later than February 1, 2004.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this 24<sup>TH</sup> day of DECEMBER, 2003.

FOR THE FIREFIGHTERS' ASSOCIATION:

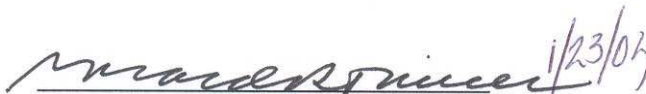
  
BILL ARDIZZONE, President  
Firefighters' Association

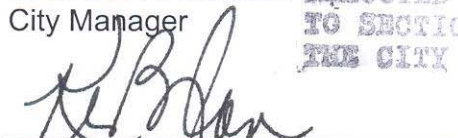
  
DAVE KEAN, Vice President  
Firefighters' Association

  
ANTHONY MEJIA, Sec. Treasurer  
Firefighters' Association



  
RICHARD BRANDT, Vice President  
Firefighters' Association

FOR THE CITY OF LONG BEACH:

 1/23/04  
GERALD R. MILLER  
City Manager  
**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.**

  
KEVIN BOYLAN  
Director, Human Resources

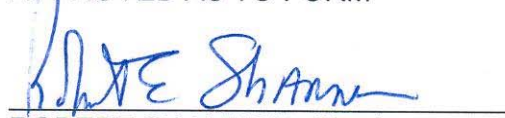
  
ERNIE HERNANDEZ  
Personnel Analyst

  
  
TERRY HARBOUR  
Fire Chief

  
ALAN PATALANO  
Deputy Fire Chief

  
SCOTT GILES  
Deputy Fire Chief

APPROVED AS TO FORM

  
ROBERT SHANNON, City Attorney

## **APPENDIX A**

### **LISTING OF CLASSIFICATIONS AND SALARY INCREASES**

#### **Section I - Classifications Represented**

- A. Firefighters - Basic Unit
  - Auto Firefighter
  - Firefighter
  - Fire Boat Operator
  - Fire Engineer
  - Fire Recruit
- B. Firefighters - Supervisory Unit
  - Fire Captain
  - Battalion Chief

#### **Section II – Lower Entry Step for Fire Recruit**

While in the Recruit Academy, Fire Recruits shall receive a salary that is 10% below Step 1 of Firefighter. Upon being sworn in as a Firefighter, the Fire Recruit will be placed at Step 1 of the salary range for Firefighter.